

Deal Registration - EMEA

Terms & Guidelines

1. General Overview

This Deal Registration Terms & Guidelines (“Deal Registration Program”) is part of the Channel Agreement and Alliance Partner Program Guide, which are hereby incorporated by reference. Capitalized terms not defined herein shall have the meaning set forth in the Alliance Partner Program Guide or the applicable Channel Agreement, which is by and between NetAlly and Channel Partner.

Sales leads/opportunities submitted to NetAlly by the Channel Partners *via* the Partner Portal that meet the guidelines set forth herein (“Registered Deal”) shall be entitled to following discount on NetAlly Products:

- | | | |
|-----------------------------|---|-----------------------------|
| ➤ Preferred Channel Partner | - | 7% discount from List Price |
| ➤ Enhanced Channel Partner | - | 7% discount from List Price |

(individually and/or collectively referred to as the “Registered Deal Discount”). All Registered Deal Discounts are cumulative of any contracted discounts afforded to the Channel Partner per the Alliance Partner Program Guide. Deal Registration Discounts apply only to product SKUs and do not apply to service and/or subscription SKUs, such as AllyCare and LinkLive Private.

2. Deal Registration Criteria

In order for a sales lead/opportunity to be considered for Registered Deal approval and therefore afforded the Registered Deal Discount indicated above, such sales lead/opportunity must meet the following criteria, as determined in NetAlly’s sole discretion, and to the extent permitted by law. The sales lead/opportunity must:

- a) be for a single End-User;
- b) be for a company, or a business unit within a company, that has not purchased NetAlly product(s), directly or indirectly, within the previous one (1) year;
- c) not have been registered by another Channel Partner;
- d) be of a total value for NetAlly Product(s) (specifically excluding the value of any third-party products and/or services, before any taxes, shipping, handling, or other fees) equal to or greater than \$ 2,500 USD;
- e) be submitted with all necessary key decision makers’ contact information;
- f) allow for NetAlly support, including contacting and/or meeting with the key decision makers (as listed when submitted *via* the Partner Portal);
- g) generate a valid order within one hundred twenty (120) days after registration; and
- h) not be subject of a public tender.

Further, NetAlly reserves the right to evaluate the pre-sales efforts (including but not limited to meeting with the End-User’s decision-makers, qualifying the deal, helping the End-User to quantify the project budget with NetAlly products, or helping the End-User to define the project requirements to include NetAlly products) related to such sales opportunity and in NetAlly’s sole judgement qualify or disqualify any sales opportunity from being considered a Registered Deal. All sales opportunities which meet the criteria set forth herein shall be assigned a unique Registered Deal identification number (“Registered ID”) by NetAlly.

3. Discount & Rebate Process

The following shall apply to all valid Registered Deals:

- a) Tier-2 Channel Partner Discount: With the approved Registered ID, the discount should be taken on the Tier-2 Channel Partner's Purchase Orders to the Tier-1 Channel Partner, such that the net price includes the applicable Registered Deal Discount whether the order is fulfilled from the Tier-1 Channel Partner's stock or drop shipped directly from NetAlly.
- b) Distributor Rebate: The Tier-1 Channel Partner must honor the discount to the Tier-2 Channel Partner on their PO, when a Registered ID is provided by the Tier-2 Channel Partner, which indicates it is approved.
- c) Distributor Drop Ship POs: The Tier-1 Channel Partner drop ship POs issued to NetAlly with a Registration ID number should reflect a net price that is inclusive of the applicable Registered Deal Discount, which should be passed through to the Tier-2 Channel Partner. Dropship orders must take the discount up front and should not be included with those submitted on the monthly rebate request (for credit).
- d) Monthly Rebate Credit: For Registered Deal Discounts honored and fulfilled by a Tier-1 Channel Partner from stock, NetAlly will issue a monthly rebate credit with the submission and approval of a Registered Deal rebate request. The Registered Deal rebate request form will capture the approved Registered ID and other order detail for all registrations honored for the previous month. Proof of purchase in the form of a PoS Report must accompany the request. In cases where a PoS Report cannot be provided, a copy of the Tier-2 Channel Partner's PO to the Tier-1 Channel Partner must be uploaded to the approved Registered Deal on the Partner Portal or provided with the request for each Registered ID listed on the Registered Deal rebate request. Credits are based on the then-current list price, at the time of submission. The request form must be received within ten (10) days of month end, and the resulting rebate will be issued as a credit, within thirty (30) days of submission. Credit requests submitted after the required deadline will be accepted at the discretion of NetAlly.
- e) Reimbursement Request. In cases where the Registered Deal Discount is not passed through to the Tier-2 Channel Partner *via* the net price charged by the Tier-1 Channel Partner, the Tier-2 Channel Partner can submit a Registered Deal Discount reimbursement request directly to NetAlly. Proof of purchase in the form of a copy of the Tier-2 Channel Partner's PO to the Tier-1 Channel Partner must be included for each Registered ID listed on the request. If credit was not issued to a Tier-1 Channel Partner in relation to the Registered ID submitted on the form, a check or credit will be offered directly to the Tier-2 Channel Partner, at NetAlly's option. NetAlly shall process these Registered Deal Discount reimbursement requests no more than once a quarter.
- f) Discount Rebates. All discount rebates will be paid only when a Registration ID and required order detail has been provided with proof of purchase, per Section 3(d) "Monthly Rebate Credit", in the form of a PO.

4. Deal Registration Term & Renewals

All Registered Deals must be claimed within ninety (90) days after the order is fulfilled. Each Registered Deal will be valid for one hundred twenty (120) days beginning from the date of NetAlly's notification of such Registered Deal's approval ("Registration Term"). The Registered Deal will change to a status of "Closed Lost" and automatically expire on the one hundred twenty-first (121st) day from the submission date. Requests for an extension must be made prior to expiration, through the Partner Portal. In its sole discretion, NetAlly may grant an extension or renewal of the Registration Term before the Registration Term expires.

5. Deal Registration Exceptions

NetAlly may, at its sole discretion, deny, remove, rescind, suspend, or terminate any Registered Deal and/or Channel Partner's registration access *via* the Partner Portal if, in NetAlly's sole judgment, such Registered Deal is made invalid. Factors for which NetAlly may invalidate a Registered Deal include, but are not limited to, the following:

- a) The Channel Partner is not actively working the opportunity or has been inattentive to the End-User's needs (for example, by failing to respond to the End-User's or NetAlly's communications);
- b) The Channel Partner does not lead with or quote the NetAlly products identified in its registration form;
- c) The Channel Partner quotes a competitor's product for the Registered Deal;
- d) A public tender is issued only to a manufacturer (such as NetAlly), calls for submissions only from manufacturers (such as NetAlly), and/or excludes the partner community from submitting a bid;
- e) The Channel Partner is not able to fulfill the deal or provide support for the End-User (for example, by failing to have sufficient credit available for the deal, if the End-User refuses to work with the Partner, or, with respect to government deals, if the Partner doesn't possess the required security clearances);
- f) The End-User chooses to fulfill its bid requirements under a contract vehicle which is not held by the Channel Partner, or in a manner that prevents the Channel Partner from being able to fulfill such requirements;
- g) The Channel Partner's account has been placed on credit hold by NetAlly or the Channel Partner has been late in paying invoices; and/or
- h) The Channel Partner (a) is in breach of the Channel Agreement, (b) has engaged in any activity that impairs the integrity of the NetAlly Alliance Partner Program as determined by NetAlly, (c) has submitted information that is inaccurate, incomplete, misleading, or fraudulent, or (d) has engaged in conduct that causes damages, embarrassment, or adverse publicity to NetAlly.

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6. Miscellaneous

Nothing stated herein precludes the direct sales efforts of NetAlly in the circulation of marketing and other promotional materials as a part of marketing campaigns to End-Users that signed up for or have not “opted out” of such communication.

At any time, NetAlly may audit any Channel Partner’s sales opportunities and Registered Deals submissions for compliance with this Deal Registration Program, which may include, but is not limited to, verification of any reports, documents, purchase orders, invoices, or supporting information submitted in connection with Partner’s registrations.

NetAlly may, without prior notice, immediately suspend or terminate a Channel Partner’s participation in the NetAlly Partner Program or Deal Registration Program if any of the aforementioned prohibited events occur.

NetAlly’s records and systems shall be authoritative and conclusive for the purposes of administering this Deal Registration Program. NetAlly does not guarantee the success or closure of any Registered Deals approved hereunder. NetAlly reserves the right to amend, modify, supersede, or eliminate this Deal Registration Program, in whole or in part, without notice.

Questions regarding the Deal Registration Program Terms should be sent to channeloperations@netally.com.

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